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State of New Hampshire

DEPARTMENT OF SAFETY
OFFICE OF THE COMMISSIONER

33 HAZEN DR. CONCORD, NH 03305
603/271-2791

JOHN J. BARTHELMES
COMMISSIONER

December 31, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Pursuant to RSA 21-P:43, authorize the New Hampshire Department of Safety, Division of Fire Safety to enter into a grant agreement with the Southeastern NH Hazardous Materials Mutual Aid District (VC# 157297-B001) in the amount of \$15,040.00 for activities associated with the development and implementation of emergency plans under the Emergency Planning and Community Right-to-Know Act. Effective upon Governor and Council approval through September 30, 2014. Funding Source: 100% Federal Funds.

Funds are available in the following account:

02-23-23-238010-53110000	Dept. of Safety	Div of Fire Safety	HMEP Grant
072-500574	Grants to Local Gov't – Federal		\$15,040.00
Activity Code: 23HMEP1314PL			

Explanation

The purpose of this grant agreement is to provide assistance to the Southeastern NH Hazardous Materials Mutual Aid District for developing emergency plans under the Emergency Planning and Community Right-to-Know Act. Funds will be used for the collection and data entry of TIER II reports for member communities, CAMEO database management, and the development and maintenance of the Districts Hazardous Materials Emergency Response Plan. Funds were awarded from the U.S. Department of Transportation, Hazardous Materials Emergency Planning Grant (HMEP), to the New Hampshire Department of Safety, Division of Fire Safety, Advisory Council on Emergency Preparedness and Security (ACEPS). Activities associated with the development and implementation of emergency plans under the Emergency Planning and Community Right-to-Know Act include: hazard analysis and risk assessments; the purchase of health, safety and environmental database/software and reference materials; tracking of facility information with each community; and the update of databases to ensure sound tactical and strategic decisions to protect the general public, environment and responders in the event of a hazardous materials incident in their area of responsibility.

A list of grant awardees was reviewed and approved by the Advisory Council on Emergency Preparedness and Security (ACEPS) on September 23, 2013. The committee all agreed that the list of grantees was justified for funding and that grant funds were sufficient to cover the amounts offered to the recipients. This grant award is for planning activities.

Highway Funds or General Funds will not be used should Federal Funds become unavailable.

Respectfully submitted,

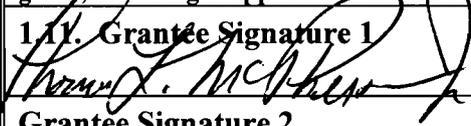
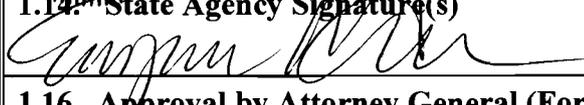
John J. Barthelmes
Commissioner of Safety

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name NH Department of Safety, Division of Fire Safety, Advisory Council on Emergency Preparedness and Security (ACEPS)		1.2. State Agency Address 33 Hazen Drive Concord, NH 03305	
1.3. Grantee Name Southeastern NH Hazardous Material District (Vendor Code: 157297 B001)		1.4. Grantee Address PO Box 514, Windham, NH 03087-0514	
1.5. Effective Date G&C Approval	1.6. Completion Date September 30, 2014	1.7. Audit Date N/A	1.8. Grant Limitation \$15,040.00
1.9. Grant Officer for State Agency Leslie Cartier		1.10. State Agency Telephone Number 603-223-4289	
"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:96-b."			
1.11. Grantee Signature 1  Grantee Signature 2		1.12. Name & Title of Grantee Signor 1 Thomas McPherson Jr.	
Grantee Signature 3		Name & Title of Grantee Signor 2 Name & Title of Grantee Signor 3	
1.13. Acknowledgment: State of New Hampshire, County of <i>Rockingham</i> , on <i>10/28/13</i> before the undersigned officer, personally appeared the person identified in block 1.12., <i>Thomas McPherson Jr.</i> (or satisfactorily proven) to be the person whose name is signed in block 1.11., and he acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
1.13. Signature of Notary Public or Justice of the Peace (Seal) <i>He M. Misuracu</i>			
1.13. Name & Title of Notary Public or Justice of the Peace <i>He M. Misuracu Administrative Secretary</i>			
1.14. State Agency Signature(s) 		1.15. Name & Title of State Agency Signor(s) Elizabeth Bielecki, Director of Administration	
1.16. Approval by Attorney General (Form, Substance and Execution) By: <i>Ben Bow</i> Assistant Attorney General, On: <i>11/14/14</i>			
1.17. Approval by Governor and Council By: _____ On: <i>1 / 1</i>			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as "the State"), pursuant to RSA 21-P:36, the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as "the Project").

3. AREA COVERED Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date in block 1.5 or on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 8.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits.
7. RECORDS and ACCOUNTS
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,
- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
- CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damage the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or



- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
 15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
 16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
 17. INSURANCE AND BOND.
 - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
 - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
 - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$2,000,000 for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
 - 17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
 18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
 19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
 20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
 21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
 22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
 23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
 24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.



EXHIBIT A

Scope of Services

1. The Department of Safety, Division of Fire Safety (hereafter referred to as "the State") is awarding Southeastern NH Hazardous Materials District (hereafter referred to as "the Grantee") \$15,040.00 for collection of Hazardous Materials information in the region and developing response plans for those materials.
2. "The Grantee" agrees that the project grant period ends September 30, 2014 and the final performance and expenditure report will be sent to "the State" by October 31, 2014. The final report must include disposition of equipment valued at \$5,000.00 or over. All reports must be submitted to close the grant or the funds advanced to "the Grantee" will be recalled by "the State."
3. "The Grantee" agrees to comply with all applicable federal and state laws, rules, regulations, and requirements.
4. "The Grantee" shall maintain financial records, supporting documents, and all other pertinent records for a period of seven (7) years from the grant period end date. In these records, "the Grantee" shall maintain documentation of the 20% cost share required by this grant.



EXHIBIT B

Grant Amount and Method of Payment

1. GRANT AMOUNT

	Applicant Share (in-kind or cash)	Grant (Federal Funds)	Cost Totals
Project Cost	\$3,760.00	\$15,040.00	\$18,800.00

The Project Cost is 80% Federal Funds, 20% Applicant Share.

2. PAYMENT SCHEDULE

- a. "The Grantee" agrees the total payment by "the State" under this grant agreement shall be \$15,040.00.
- b. A request for an advance of funds must be submitted in writing to the State Hazardous Materials Coordinator. Request for funds should be made at least 4 – 6 weeks prior to the identified need, and should be expended within the specified grant period.



EXHIBIT C

Special Provisions

1. This grant agreement may be terminated upon thirty (30) days written notice by either party.
2. Any funds advanced to “the grantee” must be returned to “the State” if the grant agreement is terminated for any reason other than completion of the project.
3. “The Grantee” agrees to have an audit conducted in compliance with OMB Circular A-133, if applicable. If required, they will forward for review and clearance a copy of the completed audit(s) to “the State.”



Passion
9/23/13
JWC

ACEPS Approval Request

HMEP GRANT AWARDS 2013 – 2014

Prepared by Les A. Cartier, Hazardous Materials Coordinator
NH State Fire Marshal's Office
Grant Review Committee Chairman

The ACEPS Grant Committee reviewed the community applications submissions for the 2013-2014 Hazardous Materials Emergency Planning Grant (HMEP). The committee recommended the following awards:

HMEP Community grant awards for 2013 – 2014:

1. Central New Hampshire Hazardous Materials team for the collection of hazardous materials information in the region and developing response plans for those materials. \$13,160.00
 2. New Hampshire Association of Fire Chiefs for hazardous materials planning and outreach programs. \$32,450.00
 3. Southeastern NH Hazardous Materials Mutual Aid District for the collection of hazardous materials information in the region and developing response plans for those materials. \$18,800.00
 4. Manchester Fire Department for implementation and enhancement of the hazardous materials planning and response programs. \$7,520.00
 5. North Country Emergency Response Team for the collection of hazardous materials information and developing response plans for those materials. \$3,760.00
- TOTAL AWARDS: \$75,690.00**

These awards will be released on the acceptance of the HMEP grant and approval of funding by the Governor and Council. This grant is an 80% award with 20% matching by the communities.



**U.S. Department of Transportation
Pipeline and Hazardous Materials
Safety Administration**

Grant Agreement

1. RECIPIENT NAME AND ADDRESS State of New Hampshire 33 Hazen Dr Division of State Police Concord, NH 03305-0011		2. AGREEMENT NUMBER: HM-HMP-0386-13-01-00	3. AMENDMENT NO. 0
		4. PROJECT PERFORMANCE PERIOD: FROM 09/30/2013	TO 09/30/2014
		5. FEDERAL FUNDING PERIOD: FROM 09/30/2013	TO 09/30/2014
1A. IRS/VENDOR NO. 026000618	6. ACTION New		
1B. DUNS NO. 060340564	FUNDING		TOTAL
7. CFDA#: 20.703	9. TOTAL FEDERAL AMOUNT OF THIS AGREEMENT		136,793.00
8. PROJECT TITLE NH Department of Safety HMEP Program	10. TOTAL MATCHING AMOUNT OF THIS AGREEMENT		34,199.00
	11. TOTAL AMOUNT OF THIS AGREEMENT		170,992.00
12. GRANTEE PROGRAM MANAGER Ms. Les Cartier	12A. GRANTEE PROGRAM MANAGER EMAIL Leslie.Cartier@dos.nh.gov		
	12B. GRANTEE PROGRAM MANAGER PHONE NUMBER 603-223-4289		
12C. GRANTEE PROGRAM MANAGER ADDRESS 33 Hazen Drive Concord, NH 03305-0011			
13. GRANT PROGRAM OFFICER Emmanuel Ekwo-GMO	13A. GRANT PROGRAM OFFICER EMAIL Emmanuel.Ekwo@dot.gov		
	13B. GRANT PROGRAM OFFICER PHONE NUMBER 2023661634		
14. INCORPORATED ATTACHMENTS			
15. STATUTORY AUTHORITY FOR GRANT/COOPERATIVE AGREEMENT Federal Hazardous Materials Transportation Law , 49 U.S.C. 5101 et seq			
16. REMARKS Award Amounts: Federal Share: Planning \$64,235 + Training \$72,558 = Fed Total \$136,793 Non-Federal Share: Planning \$16,059 + Training \$18,140 = Non-Fed Total \$34,199 Total Budget: \$170,992			
GRANTEE ACCEPTANCE		AGENCY APPROVAL	
17. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL <i>John Bartholmes, Commissioner</i>		19. NAME AND TITLE OF AUTHORIZED PHMSA OFFICIAL Mr. Magdy El-Sibate, Acting Associate Administrator	
18. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL <i>[Signature]</i>	18A. DATE 9/12/13	20. SIGNATURE OF AUTHORIZED PHMSA OFFICIAL <i>[Signature]</i>	20A. DATE 24 Sept. 13
AGENCY USE ONLY			
21. OBJECT CLASS CODE: 41000		22. ORGANIZATION CODE: 50D0308E.P0	
23. ACCOUNTING CLASSIFICATION CODES			
DOCUMENT NUMBER	FUND	BY	BPAC
HM-HMP-0386-13-01-00	5282XXXDA0	2013	EPGRT01020
			AMOUNT
			136,793.00

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SOUTHEASTERN NEW HAMPSHIRE HAZARDOUS MATERIAL MUTUAL AID DISTRICT filed Articles of Agreement pursuant to RSA 154:30-b with this office on June 14, 1993.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of December, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



Southeastern New Hampshire Hazardous Materials Mutual Aid District

P. O. Box 514 Windham, NH 03087

October 28, 2013

State of New Hampshire
Department of Safety
Business Office
33 Hazen Drive
Concord, NH 03305

Dear Ms Lienhart,

This letter is to serve as certification that Thomas McPherson Jr., has been reelected as Chairman of the Operations Committee of the Southeastern New Hampshire Hazards Materials Mutual Aid District, and continues to have the authority as detailed in Sec. 6,I.a of the Bylaws of the organization to "sign all contracts, deeds and other instruments made by the organization."

His reelection as Chairman occurred on June 18, 2013, as documented in the attached draft minutes of the Annual Meeting of the Operations Committee, and has not been revised or repealed as of this date.

Please feel free to contact me with any questions regarding this information. Thank you for your assistance.

Yours truly,

James Stone
REPC Director

Enclosure;
Grant Agreements
Draft Meeting Minutes, Operations Committee (6/18/2013)
SENHHMMAD Bylaws
Insurance Certificate

ATKINSON * AUBURN * CANDIA * CHESTER * DANVILLE * DERRY * HAMPSTEAD * HOOKSETT
LITCHFIELD * LONDONDERRY * PELHAM * PLAISTOW * SALEM * SANDOWN * WINDHAM

WWW.SENHHAZMAT.ORG

Southeastern New Hampshire
Hazardous Materials Mutual Aid District
OPERATIONS COMMITTEE ANNUAL MEETING
June 18, 2013 6PM
Windham Fire Department, Windham NH

The Annual Meeting of the Operations Committee was held on June 18, 2012 at the Windham Fire Department, Windham, NH.

OPS Present:

- Chief Tom McPherson, Chair, Windham**
- Asst Chief Dean Jore, Vice-Chairman, Hooksett**
- Deputy Chief, Jim Gilmartin, Treasurer, Hampstead**
- James Stone, REPC Director**
- Will Warnock, Team Liaison, Hampstead**
- Chief Kevin Breen, Salem**
- Chief James Midgley, Pelham**
- Chief George Klauber, Derry**
- Chief John McArdle, Plaistow**
- Chief Darren O'Brien, Londonderry**
- Chief Frank Fraitz, Litchfield**
- Chief Steve Woltkun, Danville**
- Deputy Chief Mike Willinsky**

BOD Present:

- Dick Snow, Chairman, Candia**
- Richard Hartung, Vice-Chairman, Hampstead**
- John McArdle, Alt. Plaistow**
- Joseph Castricone, Chester**
- Anne Marie Inman, Danville**
- Dean Jore, Hooksett Alt.**
- James Midgley, Pelham Alt.**
- Bill Herman, Auburn**
- Patrick Hargraves, Salem**
- George Klauber, Alt. Derry**
- Frank Fraitz, Alt. Litchfield**
- Phil Lochiatto, Windham**

CALL TO ORDER

Chief Tom McPherson called the OPS meeting to order at 6:32 pm. It was noted that there was a quorum present.

APPROVAL OF MINUTES

June 20, 2012 minutes

Motion by Kevin Breen, Salem **To accept minutes as presented**
Seconded by Frank Fraitzl, Litchfield
Motion passed unanimously

APPROVAL OF MINUTES

October 24, 2012 minutes

Motion by John McArdle, Plaistow **To accept minutes as presented**
Seconded by Dean Jore, Hooksett
Motion passed unanimously

TREASURER'S REPORT

Treasurer Gilmartin presented the **Treasure's report with the following balances;**
Citizens Bank checking \$ 72,600.93
Citizen's Debit Account \$7,849.52
MBIA Investment Account \$ 18,919.31
Outstanding Grant Reimbursements \$10,807.08

Motion by Kevin Breen, Salem **To accept the Treasurer's report as presented**
Seconded by George Klauber, Derry
Motion passed unanimously

COMMITTEE REPORTS

REPC Director Report

Grants

Review of attached grants spreadsheet dated May 29, 2013.

Training

Team training has wrapped up for the season, we take the summer off, will start again in September. During the past year the Team has completed 773 man-hours of monthly training.

The Team provided 39 hours of Instruction to member departments consisting of haz Mat Refresher training and equipment review.

Team Responses

Team had 14 responses during 2012, and has had 6 responses to date in 2013. There has been no full scale, Level A responses this past year. Responses included Team Leader consults and Spill Trailer responses.

Chair McPherson relayed that the REPC Director position has been a significant addition to the District.

OLD BUSINESS

Elections of Officers

Motion was made by George Klauber, Derry
Seconded by Kevin Breen, Salem

To elect the following Officers to the Operation Committee Executive Board.

Chairman Tom McPherson, Windham
Vice Chairman Dean Jore, Hooksett
Treasurer Michael Carrier, Hampstead
Member at Large John McArdle, Plaistow
Team Liaison Will Warnock, Hampstead
Motion Passed unanimously.

Recommendation of Proposed Budget

Proposed budget lines were reviewed and discussed. Line items with significant changes were;
Property and Liability Insurance, decrease \$500
REPC Director, increase \$682, wage increase
Postage, increase \$25
Mileage reimbursement, decreased \$100
Training Supplies, decrease \$100
Monthly Training, increase \$104, increased hourly rates
Calibration supplies. increase \$500
Cell Phones, decrease \$100

Discussion was had on the additional budget lines for the rental of the building. The added lines are as follows;

Rent, \$10,800
Utilities, \$4,400
Maint. Supplies, \$500

Motion was made and seconded to recommend the proposed budget of \$113,353.00 to the Board of Directors for approval.

Motion Passed unanimously

Proposed budget is attached

New Business

There was no new business

ADJOURNMENT

Motion by George Klauber, Derry
Seconded by Michael Carrier, Hampstead
Passed, Unanimously
Meeting adjourned at 7:10 pm.

To adjourn Operations Committee meeting

Minutes typed by: James Stone

Approved: Operations Committee Date:

CERTIFICATE OF COVERAGE

This certificate evidences the limits of liability in effect at the inception of the Member Agreement(s) described below. This certificate is issued as a matter of information only and confers no rights on the certificate holder and does not amend, extend or alter the coverage afforded by the Member Agreement(s); except to the extent provided in the additional covered party box or loss payee box below, if checked.

THIS IS TO CERTIFY THAT THE MEMBER NAMED BELOW IS A PARTICIPATING MEMBER OF COMPANY A AND THAT A MEMBER AGREEMENT(S) HAS BEEN ISSUED TO THE MEMBER FOR THE AGREEMENT TERM(S) INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMBER AGREEMENT(S) IS SUBJECT TO ALL THE EXCLUSIONS, EXTENSIONS, TERMS AND CONDITIONS OF SUCH MEMBER AGREEMENT(S). AGGREGATE LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Participating Member: Southeastern NH Hazardous Materials Mutual Aid Member Number: 201-070193 - 14 <div style="text-align: right;">4345</div>		Company Affording Coverage (the "Company"): Property-Liability Trust, Inc. PO Box 2008, Concord, NH 03302-2008													
Coverage (Occurrence basis only):	Effective Date (mm/dd/yy)	Expiration Date (mm/dd/yy)	Limits (subject to applicable NH statutory limits)												
<input checked="" type="checkbox"/> General Liability (Member Agreement Section III.A)	7/1/2013	6/30/2014	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Each Occurrence</td><td style="text-align: right; padding: 2px;">\$ 5,000,000</td></tr> <tr><td style="padding: 2px;">General Aggregate</td><td style="text-align: right; padding: 2px;">\$</td></tr> <tr><td style="padding: 2px;">Personal & Adv Injury</td><td style="text-align: right; padding: 2px;">\$</td></tr> <tr><td style="padding: 2px;">Med Exp (any one person)</td><td style="text-align: right; padding: 2px;">\$</td></tr> <tr><td style="padding: 2px;">Products -Comp/Op Agg</td><td style="text-align: right; padding: 2px;">\$</td></tr> <tr><td style="padding: 2px;">Fire Damage (each fire)</td><td style="text-align: right; padding: 2px;">\$</td></tr> </table>	Each Occurrence	\$ 5,000,000	General Aggregate	\$	Personal & Adv Injury	\$	Med Exp (any one person)	\$	Products -Comp/Op Agg	\$	Fire Damage (each fire)	\$
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<input checked="" type="checkbox"/> Automobile Liability (Member Agreement Section III.A) <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos <input type="checkbox"/> Other _____	7/1/2013	6/30/2014	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Each Occurrence</td><td style="text-align: right; padding: 2px;">\$ 5,000,000</td></tr> <tr><td style="padding: 2px;">Bodily Injury (per person)</td><td style="text-align: right; padding: 2px;">\$</td></tr> <tr><td style="padding: 2px;">Bodily Injury (per accident)</td><td style="text-align: right; padding: 2px;">\$</td></tr> <tr><td style="padding: 2px;">Property Damage (per accident)</td><td style="text-align: right; padding: 2px;">\$</td></tr> </table>	Each Occurrence	\$ 5,000,000	Bodily Injury (per person)	\$	Bodily Injury (per accident)	\$	Property Damage (per accident)	\$				
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<input type="checkbox"/> Excess Liability			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Each Occurrence</td><td style="text-align: right; padding: 2px;">\$ N/A</td></tr> <tr><td style="padding: 2px;">Aggregate</td><td style="text-align: right; padding: 2px;">\$ N/A</td></tr> </table>	Each Occurrence	\$ N/A	Aggregate	\$ N/A								
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<input checked="" type="checkbox"/> Property (All Risk including Theft) (Member Agreement Section I) Deductible: \$1,000	7/1/2013	6/30/2014	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">\$Per scheduled limits and Member Agreement</td></tr> </table>	\$Per scheduled limits and Member Agreement											
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<input checked="" type="checkbox"/> Workers' Compensation (Coverage A) Employers' Liability (Coverage B)	7/1/2013	6/30/2014	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="padding: 2px;">Coverage A: Statutory</td></tr> <tr><td style="padding: 2px;">Cov. B: Each Accident</td><td style="text-align: right; padding: 2px;">\$ 2,000,000</td></tr> <tr><td style="padding: 2px;">Disease - Each Employee</td><td style="text-align: right; padding: 2px;">\$ 2,000,000</td></tr> <tr><td style="padding: 2px;">Disease - Policy Limit</td><td style="text-align: right; padding: 2px;">\$ 2,000,000</td></tr> </table>	Coverage A: Statutory	Cov. B: Each Accident	\$ 2,000,000	Disease - Each Employee	\$ 2,000,000	Disease - Policy Limit	\$ 2,000,000					
Coverage A: Statutory															
Cov. B: Each Accident	\$ 2,000,000														
Disease - Each Employee	\$ 2,000,000														
Disease - Policy Limit	\$ 2,000,000														
Description: Proof of Coverage															

CANCELLATION: If any of the above coverages under the Member Agreement are cancelled before the expiration date, the Company will endeavor to mail 30 days written notice to the Certificate Holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company.

<input type="checkbox"/> Additional Covered Party	<input type="checkbox"/> Loss Payee, as his, her or its interests appear
Coverage for the Additional Covered Party is limited to "bodily injury" or "property damage" caused by, and only to the extent of, the sole negligence of the "Member," and no protection is available for the negligence of others, including the Additional Covered Party and its directors, officers, employees or agents. Available limits of coverage are shared between the "Member" and the Additional Covered Party.*	
Certificate Holder: State of New Hampshire Department of Safety 33 Hazen Drive Concord NH 03304	Companies By: <u>Debra A. Lewis</u> Authorized Representative Date Issued: <u>10/28/2013</u>
Please direct inquiries to: Debra A. Lewis 603 230 3332	

*Terms in quotes are defined in the Member Agreement.

TITLE I

THE STATE AND ITS GOVERNMENT

CHAPTER 21-P

DEPARTMENT OF SAFETY

Homeland Security and Emergency Management

Section 21-P:43

21-P:43 Appropriations and Authority to Accept Services, Gifts, Grants, and Loans. – Each political subdivision may make appropriations in the manner provided by law for making appropriations for the ordinary expenses of such political subdivision for the payment of expenses of its local organization for emergency management. Whenever the federal government or any federal agency or officer offers to the state, or through the state to any of its political subdivisions, services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, commissioner, or such political subdivision, acting with the consent of the governor and through its executive officer, city council, or board of selectmen, may accept such offer, subject to the terms of the offer and the rules and regulations, if any, of the agency making the offer. Whenever any person, firm or corporation offers to the state or to any of its political subdivisions services, equipment, supplies, materials, or funds by way of gift, grant, or loan for purposes of emergency management the state, acting through the governor, or such political subdivision, acting through its executive officer, city council, or board of selectmen, may accept such offer, subject to its terms.

Source. 2002, 257:7, eff. July 1, 2002.